

State of Illinois  
CAPITAL DEVELOPMENT BOARD  
**ARTWORK DESIGN PROPOSAL CONTRACT**

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CDB PROJECT NO.:  
CDB CONTRACT NO.:  
PROJECT TITLE:  
ARTIST ID NO.:

This **CONTRACT** is by and between

Name: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

herein after called 'Artist' and the State of Illinois by and through the Capital Development Board herein after called 'CDB.'

**ARTIST AND CDB**, for the consideration stated herein, agrees as follows:

**ARTICLE 1. CONTRACT DOCUMENTS.** The Contract Documents consist of Standard Business Terms and Conditions, Insurance Requirements (if any), Approved Modifications (if any), Approved Change Orders (if any), Special Conditions (if any), the Authorization to Proceed, and this Contract.

**ARTICLE 2. SCOPE.** Artist shall convey to CDB the following detailed ( two-dimensional color drawing) ( three-dimensional model, maquette, or other physical depiction) and any other documents required to present a meaningful representation for the Artwork proposal (hereinafter, the 'Design Proposal') for the above named project.

Title: \_\_\_\_\_

Dimensions: \_\_\_\_\_

Media: \_\_\_\_\_

Artist acknowledges that submission of this Design Proposal does not guarantee selection for the final commission of the Artwork described above.

Artist warrants that the artwork or the Design Proposal shall be a unique and original product of the Artist's creative efforts, is an edition of one, has not been accepted for sale elsewhere, and that CDB shall own, on its completion, the Design Proposal free and clear of any and all liens or claims.

CDB reserves the right to reproduce the Design Proposal by any two-dimensional or digital medium and/or publically display the Design Proposal.

**ARTICLE 3. DESIGN CONCEPT.**

1. The Artist shall visit, examine, research and consider the site and surrounding area. If applicable, the Artist shall also consult with representatives of the community and consider their input and concerns.
2. The Design will include: a description of the method by which the Artwork is to be fabricated and installed; a description of any operational, maintenance and conservation requirements for the Artwork; a description of the placement of the Artwork at the site and any site preparations that may be required by the Using Agency and/or CDB including, but not limited to, any changes or modifications to any utility system or structure of the Site as necessary.

3. The Design must provide sufficient detail to permit the CDB to assure compliance with applicable local, state or federal laws, ordinances and/or regulations.
4. The Artist shall attach to the Design a detailed budget for the design, fabrication and installation of the Artwork.

**ARTICLE 4. CONTRACT TIME.** This Contract shall take effect on the date accepted by the Executive Director. The Artist shall commence work immediately upon receipt of Authorization to Proceed. All work shall be completed, in accordance with the Contract, no later than <date> and the Contract end date will be <date>.

**ARTICLE 5. CONTRACT SUM.** CDB shall pay the Artist for the performance of this Contract the amount of \$DOLLARS. In consideration of payment of the sum, the Artist agrees to perform the Design Proposal. Payment shall be made upon final acceptance of the Design Proposal by the CDB.

**ARTICLE 6. FUNDING.** This contract will be deemed null and void if the General Assembly of the State of Illinois or other legally applicable funding source fails to make an appropriation or reappropriation sufficient to pay such obligation.

**ARTICLE 7. USE OF SUBCONTRACTORS.** Complete the following for all known subcontractors with subcontracts with an annual value of more than \$50,000.00. Submit a copy of the subcontract and all required disclosures.

Subcontractor's Name	Subcontractor's Address	Annual Value

**ARTICLE 8. TAXPAYER IDENTIFICATION NUMBER.**

Under penalties of perjury, I certify that

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

- If you are an individual, enter your name and SSN as it appears on your Social Security Card.
- If you are a sole proprietor, enter the owner's name on the name line followed by the name of the business and the owner's SSN or EIN.
- If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's name on the name line and the d/b/a on the business name line and enter the owner's SSN or EIN.
- If the LLC is a corporation or partnership, enter the entity's business name and EIN and for corporations, attach IRS acceptance letter (CP261 or CP277).
- For all other entities, enter the name of the entity as used to apply for the entity's EIN and the EIN.

Name: \_\_\_\_\_

Business Name (if any): \_\_\_\_\_

Taxpayer Identification Number:

Social Security Number \_\_\_\_\_

or

Employer Identification Number \_\_\_\_\_

**Legal Status** (check one):

- Individual
- Corporation providing or billing medical and/or health care services
- Pharmacy (Non-Corp.)
- Sole Proprietor
- Corporation NOT providing or billing medical and/or health care services
- Pharmacy/Funeral Home/Cemetery (Corp.)
- Partnership
- Governmental
- Limited Liability Company (select applicable tax classification)
  - D = disregarded entity
  - C = corporation
  - P = partnership
- Legal Services Corporation
- Nonresident alien
- Tax-exempt
- Estate or trust

**Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**IN WITNESS THEREOF**, this Contract has been duly entered into by the parties as of the date and year last written below.

**ARTIST**

**STATE OF ILLINOIS  
CAPITAL DEVELOPMENT BOARD**

\_\_\_\_\_ Date

\_\_\_\_\_ Date

\_\_\_\_\_  
Artist (Print name)

Jim Underwood

Executive Director

\_\_\_\_\_ Date

\_\_\_\_\_ Date

\_\_\_\_\_  
Witness (Print name)

\_\_\_\_\_ Date  
Fred Hahn  
Chief Procurement Officer